

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SUNNYVALE CRICKET CLUB FOR ADVANCE FIELD RESERVATIONS AND USE OF STORAGE FACILITY AT ORTEGA PARK

THIS AGREEMENT dated (insert date) is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and the Sunnyvale Cricket Club ("CLUB"), a non-profit organization.

WHEREAS the City desires to support independent organizations providing services beneficial to the Community; and

WHEREAS CLUB wishes to provide non-profit services to adults in the form of Cricket games not otherwise offered or duplicated by the City of Sunnyvale; and

WHEREAS CLUB wishes to rent Ortega Park multi-purpose sports field in advance of regularly accepted time for rentals, on a long-term basis, thereby providing guaranteed steady rental income to the City; and,

WHEREAS CLUB wishes to store sports equipment within a storage facility located at Ortega Park.

NOW THEREFORE, in accordance with The City's Relationships with Outside Groups Policy, the CITY OF SUNNYVALE and CLUB enter into this agreement.

1. Obligations of CITY OF SUNNYVALE

CITY shall provide CLUB one key to one storage facility at Ortega Park. Storage facility may be shared among other user groups at discretion of City;

CITY shall provide standard maintenance for Ortega Park multi-purpose sports field.

CITY shall allow advance field reservations for Club's seasonal use of Ortega Park multi-purpose sports field.

2. Obligations of CLUB

CLUB shall secure field reservation permits on or before January 1 prior to the season of play and pay all related fees per City Facility Rental Schedule in effect for the time period(s) of use.

CLUB shall work together cooperatively with other park groups, clubs and visitors to ensure best potential for building community understanding and acceptance of their unique sports activities. This includes any potential additional cricket teams and/or clubs that may receive future CITY approval for use of Ortega Park multi-purpose sports field.

CLUB shall adhere to and support park rules, regulations and ordinances as posted in parks, listed in the Sunnyvale Municipal Code and/or detailed on park permits.

CLUB shall perform 100 hours of volunteer activities to offset storage facility rental costs.

- a) Such volunteer activities may include, but are not limited to: tree or shrub plantings; weed abatement; general grounds clean-up; and, sports or park furnishings renovations.
- b) Such volunteer activities shall be scheduled on a yearly basis through the Club Liaison during the month of January each year.
- c) CLUB may determine on a yearly basis to pay the storage facility rental of \$600.00 (six hundred dollars) per year and forgo the volunteer activities. In such cases the CLUB shall provide rental payment on or before January 31st of the year that volunteer activities will not be completed.
- d) Should CLUB complete a year without completing agreed upon volunteer activities, CLUB shall provide full payment of storage facility rental for that completed year.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CLUB shall not accept employment or an obligation which is inconsistent or incompatible with CLUB'S obligations under this Agreement.

4. Compliance with Laws

- a) CLUB shall not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual) or any other basis to the extent prohibited by federal, state or local law.
- b) CLUB shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Indemnity

CLUB agrees to indemnify and hold harmless CITY, its officers, agents, employees, and volunteers from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of CLUB, its officers, employees, agents, CLUB, sub-CLUB or any officer, agent or employee thereof in relation to CLUB'S performance under this Agreement.

6. Insurance

CLUB shall and will, at own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

(a) Comprehensive General Liability Policy, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) Claims Single Limit (CSL). Coverage shall be on an "occurrence" basis and not a "claims made" basis; provided, however, as follows:

(1) CITY, its Officers, agents, employees, and volunteers shall be named as an additional insured in all insurance policies;

(2) A contractual liability endorsement shall be included in each insurance policy, extending coverage to include liability assumed under paragraph 5 above; and,

(b) Worker's compensation insurance and employer's liability insurance for all employees of CLUB.

7. CITY OF SUNNYVALE Representative

Parks and Recreation Department Liaison or such other person as may be designated by the Director of Parks and Recreation, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

8. GROUP Representative

The President shall represent Sunnyvale Cricket Club in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CLUB pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CLUB representative.

9. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: City Manager
 CITY OF SUNNYVALE
 P. O. Box 3707
 Sunnyvale, CA 94088-3707
 (408) 730-7480

To CLUB: President, Sunnyvale Cricket Club
 Siva Kolappa
 5835 Rohn Way
 San Jose, CA 95123

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone e-mail or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission or an e-mail must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

10. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

11. Duration of Agreement

This Agreement shall continue from the date of execution for a period of five years, unless otherwise terminated in accordance with section 12 below.

12. Termination

(a) If CLUB defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CLUB.

(b) Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice to the other party.

13. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

14. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
City Manager Date

APPROVED AS TO FORM:

Sunnyvale Cricket Club

City Attorney

By _____
Siva Kolappa
President, Sunnyvale Cricket Club Date